

Online
Auction

U.S. Government *Real Estate for Sale*



Olympus Cove Administrative Site 5.75 Acres +/- of Vacant Land

Uinta-Wasatch-Cache National Forest
Salt Lake County, Utah

Auction Begins: May 10, 2011
Sale No. USDA-R-1649

IFB Issue Date: May 10, 2011

U.S. General Services Administration
Real Property Utilization and Disposal
Division (7PZ)
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6103
Phone: 817-978-2331
Fax: 817-978-2063
<https://propertydisposal.gsa.gov/realestatesales.gov>

GSA

U.S. General Services Administration
Invitation for Bids

SALE OF GOVERNMENT REAL PROPERTY
OLYMPUS COVE
ADMINISTRATIVE SITE
FTWOR11007001

Bids for the purchase of the Government-owned property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at realestatesales.gov.

Auction Summary

Sale Type: **Online Auction**

Start Date: **May 10, 2011**

End Date: **TBD**

Registration Deposit: **\$15,000.00**

Bid Increment: **\$2,500.00**

Property Disposal Web Page

<https://propertydisposal.gsa.gov> -

Click on Utah to view and download
Property Sales Information

Inspection Opportunities

The property can be viewed any time during daylight hours or as announced on GSA's web site at <https://propertydisposal.gsa.gov> and at <http://realestatesales.gov>. For further information call **Joe Potter** at **817-978-4240** or write to Real Property Utilization and Disposal Division, (7PZ), General Services Administration (GSA), 819 Taylor Street, Room 8A10, Fort Worth, TX 76102-6103.

Sales Information

Joe Potter, Realty Specialist

Phone: (817) 978-4240

E-mail: joseph.potter@gsa.gov

Online Auction

realestatesales.gov

Register and submit your bid

Property Code: 7-A-UT-0531-2

Online Auction Assistance

Joe Potter, Realty Specialist

Phone: (817) 978-4240

E-mail: joseph.potter@gsa.gov

Send Bid Form and Registration Deposit to:

U.S. General Services Administration

Office of Real Property Disposal (7PZ)

819 Taylor Street, Room 8A10

Fort Worth, TX 76102-6103

Attn: Joe Potter

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Olympus Cove Administrative Site is located on the Uinta-Wasatch-Cache National Forest (U-W-C NF) in an unincorporated area of Salt Lake County adjacent to the community of Holladay. The parcel is situated on the "eastern bench" with wonderful panoramic views of the Salt Lake Valley and the greater Salt Lake City metropolitan area. It is adjacent to an upscale Olympus Cove neighborhood at approximately 4900 Mile High Drive, Holladay, Utah.

Retail, restaurants and other shopping developments are abundant in nearby Holladay. Approximately one mile to the northwest is Interstate 215, which provides easy access to and from the Salt Lake City area. A very popular recreation area known as Cottonwood Canyon is located approximately four miles to the south and is easily accessible. Camping, hiking, snowshoeing and downhill ski resorts are abundant in this recreational area.

2. SALE PARCEL DESCRIPTION

The Olympus Cove site is a triangular-shaped parcel containing approximately 5.75 acres of vacant land. Property is being sold subject to a currently unrecorded road easement and unrecorded waterline easement totaling approximately 1.479 acres. It is bordered on the north and south by residential developments on large lots. Undeveloped forest land of the U-W-C NF borders the Property on the east side. There are no buildings or structures on the Property; however Mile High Drive is a paved road that traverses the Property from the north to the south. Refer to photographs attached to website for further clarification. Public utilities are readily available in the area.

3. LEGAL DESCRIPTION

Salt Lake Meridian

T. 2 S. R. 1 E.,
Sec. 11, Lot 2.

Containing 5.75 acres, more or less.

Proposed Road Easement:

Salt Lake Meridian

T. 2 S., R. 1 E.,

Sec.11, a portion of the SE1/4, beginning at a point in the northerly boundary line at an existing pipe and cap described as a Witness Point, said point being referenced in the Original Bureau of Land Management Field notes, Volume R615, said point also being S. 00°16'00" W., 1,325.28 feet along the section line and N. 89°07'06" W., 781.86 feet from the northeast corner of said Section 11; running thence S. 31°17'32" W., 1,060.24 feet; thence N. 0°11'18" E., 213.23 feet to a point in a line which is 2.0 feet northwesterly, more or less, from the northwesterly edge of an existing asphalt road; thence northwesterly along said line the following 12 courses: 1) N. 47°38'55" E., 38.33 feet; 2) N. 50°46'19" E., 26.87 feet; 3) N. 40°06'40" E., 47.22 feet; 4) N. 42°43'12" E., 44.18 feet; 5) N. 37°15'54" E., 67.29 feet; 6) N. 38°17'57" E., 71.94 feet; 7) N. 43°46'46" E., 64.90 feet; 8) N. 39°15'13" E., 86.16 feet; 9) N. 39°20'34" E., 184.61 feet to a point of tangency with a 96.57 foot radius curve to the left; 10) northeasterly 49.36 feet along the arc of said curve (chord bears N. 24°41'59" E., 48.82 feet) having a central angle of 29°17'10"; 11) N. 10°03'24" E., 116.08 feet; 12) N. 07°45'00" E., 31.74 feet; leaving said asphalt road line and running thence S. 89°09'46" E., 93.64 feet to the **Point of Beginning**.

The above described easement contains 64,464 square feet in area, or 1.479 acres, more or less.

The word "premises" when used herein means said parcel of land, whether or not there is an existing road or facilities located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

4. UTILITIES

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance.

Gas and Electric –

Questar Gas (801) 324-5111

Telephone –

Commercially Available – Several Vendors

Water, Sewer and Storm Drain –

Salt Lake City Department of Public Utilities
(801) 483-6900

Solid Waste - Commercially Available – Several Vendors

5. DRIVING DIRECTIONS

From Salt Lake City travel south on I-215, south of I-80 and exit on UT-266 toward 4500 South. Travel east to Wasatch Blvd., turn south on Wasatch Blvd., and left on to Oak Cliff Drive (Oak Cliff becomes Quail Point Road), then left onto 4780 South; turn right on to Mile High Drive; 4900 Mile High Drive is on the right.

GENERAL TERMS OF SALE

1. DEFINITIONS

A. INVITATION FOR BIDS

- 1) The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notices, Covenants, Reservations, Agreements and Exceptions; Bidder Registration and Bid Form for Purchase of Government Property; and Certificate of Corporate/Organization Bidder Form. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.
- 2) GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.

B. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and/or "Grantor."

C. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

D. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

E. HIGH BIDDER

The term "High Bidder" refers to the Bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

F. BACKUP BIDDER

The term "Backup Bidder" refers to the Bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

G. PURCHASER

The term "Purchaser" refers to the Bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

H. PROPERTY

The term "Property" refers to the property or properties described on the Property Description of this IFB.

I. AS-IS

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

J. WHERE-IS

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Office of Real Property Utilization and Disposal (7PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for non-performance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION

- A. The property may be viewed during daylight hours only or as announced on GSA's web site at propertydisposal.gsa.gov and at realestatesales.gov. For further information call **Joe Potter** at **817-978-4240** or write to Real Property Utilization and Disposal Division, (7PZ), General Services Administration (GSA), 819 Taylor Street, Room 8A10, Fort Worth, TX 76102.
- B. Bidders are invited, urged, and cautioned to inspect the property prior to submitting a bid. The failure of any Bidder to inspect, or to be fully informed as to the condition of all or any portion of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government, shall constitute an agreement for sale ("Agreement") between the high Bidder ("Purchaser") and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the expressed written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale "**AS IS**" AND "**WHERE IS**" without representation or warranty, expressed or implied. The Purchaser(s), and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the property. The Government makes no other agreement or promise to alter, improve, adapt or repair the property not otherwise contained herein. Purchaser(s) shall rely solely on their own due diligence and examination of the property. Purchaser(s) acknowledges his/her/their express understanding and stipulation that there are no claims or any allowances or deductions upon grounds that the property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction

6. ZONING

The Property is zoned **FR1 – within the Foothills & Canyons Overlay**

Verification of the present zoning and determination of permitted uses there under, along with compliance of the Property for present or proposed future use, shall be the responsibility of the Bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this IFB or Sales Agreement.

Contact: Salt Lake County Public Works, Planning & Development (801) 468-2000

7. RISK OF LOSS

As of the date of conveyance the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

8. TAXES, ASSESSMENTS, AND OTHER COSTS

As of the date of conveyance the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this shall be strictly limited to all amounts of money Purchaser has paid to Government, without interest; whereupon Government

11. TITLE EVIDENCE

Any Bidder, at its sole cost and expense, may procure any title evidence that the said Bidder desires. The Government does not pay for title insurance but the Purchaser is strongly

encouraged to acquire a title insurance policy from a local title company. The Government will cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the Purchase of the Property is accepted, title will be conveyed in the form of a Patent. Since the subject property has "Reserved Public Domain" status, a United States Patent will be issued by the Government, rather than a Quitclaim Deed, as is the common and historical practice.

13. EASEMENTS, ENCROACHMENTS, AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor, herein.

Disclosure: Bidders are advised of a minor fence encroachment on the north property boundary where it adjoins a residential parcel at 4840 South Oak Terrace Drive.

The Purchaser shall be required to issue two (2) easements as condition of this conveyance. The first easement (Attachment A) will be to Salt Lake County for public access and trailhead purposes over an approximately 1.479 acre area lying over and easterly of the existing road on the parcel. The second easement (Attachment B) will be to Salt Lake City for the existing water line under the existing roadway that crosses the property. For questions regarding the easements please contact Mr. Howard Kahlow, USFS, at (801) 236-3451.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions' payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

- A.** The closing date of the sale is ninety (90) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the ninety (90) calendar day period.
- B.** On the closing date, the Purchaser shall tender to the Government the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or

instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing.

- C. The Government reserves the right to extend the closing date for a reasonable amount of time.

16. CLOSING AND CONDITION PRECEDENT TO CLOSING

- A. At the time of closing, the Forest Service will deliver a Patent in the name of the Purchaser for the 5.75 acre parcel.
- B. As stated above in Paragraph 13, the Purchaser shall be required to issue two (2) easements as condition of this conveyance. Examples of the Easements are attached to this IFB as Exhibits A and B. The Purchaser will be required to sign the easements at the same time they sign the Purchase and Sale Agreement, and will return the executed and notarized easements to the Forest Service for safe keeping until closing.
- C. Purchaser may choose to use the services of an escrow company for closing, but it will be at his/her sole cost to do so. Otherwise, a "simultaneous" closing may take place directly between the Forest Service and the Purchaser, wherein the Forest Service may pay the recording fees for the Patent and easements. Document recordation shall be in the order of 1) The Patent for the 5.75 acre parcel; 2) The easement to Salt Lake County for an existing road and public access and trailhead purposes over an approximately 1.479 acre area; and 3) The easement to Salt Lake City for the upkeep and maintenance for an existing waterline which runs under the existing roadway.

For questions regarding the easements, please contact Mr. Howard Kahlow, USFS, at (801) 236-3451.

17. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay either: (i) a liquidated damages assessment of \$100.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

18. CLOSING COSTS, DOCUMENTARY STAMPS, AND COST OF RECORDING

- A. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, State, and local laws.
- B. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.
- C. A conformed copy of the recorded Patent shall be provided by the Forest Service to GSA, within five (5) business days after recording, to U.S. General Services Administration, Office

of Real Property Utilization and Disposal (7PZ), 819 Taylor St. Room 8A10, Fort Worth, TX 76102, Attn: Joe Potter, Realty Specialist.

19. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or Resident Commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the property offered in the IFB.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on May 10, 2011 at 2:00 p.m. Central Time.

2. TYPE OF SALE

This sale will be an online auction conducted at the GSA's online auction website ("Website") realestatesales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date for the auction close (See Paragraph 10 *Auction Close*) will be announced at realestatesales.gov, with at least three business day's prior notice. The auction may continue beyond that date as long as Bidders continue to submit higher bids. Thus, the Bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be on an ALL-CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. SUGGESTED OPENING BID

The suggested opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

A. Bidder registration is a three-step process:

1) Complete Online Registration

- a) To register, you must first assign yourself a username and password. Then you will be asked to read and agree to the IFB. Please note: GSA reserves the right to change the Online Sale Terms and Conditions. You should periodically, review the sale notices on the realestatesales.gov website.
- b) The way you register will determine how your information is displayed on your paperwork. Either your name and address, or your name, company name and address entered must be completed as you wish it to appear on all subsequent paperwork. You can only select one option to indicate registering as an individual or company. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.
- c) In accordance with Public Law No. 104-134, Section 31001, The Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN).

- d) The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file, and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.

2) Complete Registration Form

Bidders must complete and submit the official Bid Form titled "*Bidder Registration and Bid Form for Purchase of Government Real Property*" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

3) Provide Registration Deposit

- a) A deposit in the amount of \$15,000.00 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."
 - b) For deposits by credit card, Bidders must also complete the "Registration Deposit" portion of the official Bid Form to be authorized to bid.
 - c) Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.
- B.** To complete the Bidder Registration process, please submit the completed "*Bidder Registration and Bid Form for Purchase of Government Real Property*," along with the required Registration Deposit, to:
- U.S. General Services Administration
Office of Real Property Utilization and Disposal (7PZ)
819 Taylor St. Room 8A10
Fort Worth, Texas 76102
Attn: Joe Potter, Realty Specialist
- C.** If the Registration Deposit is to be provided by credit card, the Registration by Credit Card form, and the Bidder Registration and Bid Form can also be submitted to GSA by fax at (817) 978-2063.
- D.** It is the responsibility of the Bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No Bidder will be allowed to participate in the sale until the entire registration process is complete.
- E.** Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, Bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

- A. Registered Bidders may provide, by mail or fax, an initial written bid on the Bidder Registration and Bid Form, and place that initial bid online by following the instructions at realestatesales.gov. By submitting your bid through realestatesales.gov, you agree that your bid is a binding offer. You will be legally obligated for your initial written bid and any and all bids submitted using your User ID and password.
- 1) Bidder Menu
- a) After registration, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.
- b) GSA Auctions® also provides you with up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.
- B. Bids received through realestatesales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the Official Time and the time indicated, displayed, or otherwise stated or represented by a registered Bidder.
- C. Bids must be submitted without contingencies.
- D. Written bids that are not submitted on GSA forms will be rejected.

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

- A. Bidder Status
- 1) If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.
- 2) Bidders are strongly encouraged to monitor bidding activity at realestatesales.gov. New bids are immediately posted at realestatesales.gov upon receipt. A bid made online will supersede an initial written bid of an equal or lesser amount. An initial written bid may be posted online by GSA if the written bid has not been posted online by the registered Bidder, and the written bid is higher than the current high bid.
- 3) If your bid is not accurately shown on realestatesales.gov, then you should call GSA at (817) 978-4240 or (817) 978-2331. Bidders are urged to pay close attention to realestatesales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. INCREASING YOUR BID ONLINE – PROXY BIDDING

- A. Proxy bidding is the ability to submit the maximum amount that you are willing to pay for an item and to allow the system to incrementally bid on your behalf up to the maximum amount entered. A flat bid is the lowest (minimum) bid that you can place. Any increase or counteroffer of bidding using the flat bid method must be manually submitted by the Bidder. You may replace your proxy bid limit with a higher or lower proxy bid limit provided that the amount is greater than or equal to the minimum bid required by the system. The minimum bid is the current winning bid plus the amount of the bid increment.

- B. If you learn from realestatesales.gov that your bid was not the high bid, or if another Bidder exceeds your previously high bid, you may increase your bid at realestatesales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. **The Government reserves the right to increase or decrease the bid increment at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at realestatesales.gov. To increase a previously submitted initial written bid, Bidders must bid online at realestatesales.gov.

9. TRANSMISSION AND RECEIPT OF BIDS

- A. The Government will not be responsible for any failure attributable to the inability of the Bidder to transmit or the Government to receive a bid by any method. Failure to receive a bid may include, but is not limited to the following:
- 1) Receipt of a garbled or incomplete bid.
 - 2) Availability or condition of the sending or receiving electronic equipment.
 - 3) Incompatibility between the sending and receiving equipment and software.
 - 4) Malfunctioning of any network, computer hardware or software.
 - 5) Delay in transmission or receipt of a bid.
 - 6) Failure of Bidder to properly identify the bid.
 - 7) Security of bid data.
 - 8) Inability of Bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
 - 9) Unavailability of GSA personnel.
- B. If your bid is not accurately shown or you cannot enter a bid at realestatesales.gov then you should call GSA at (817) 978-4240 or (817) 978-2331 for assistance.

10. AUCTION CLOSE

The Government will announce a date and time and bid interval for the receipt of final bids on the sale web page. The announced bid interval is represented by a countdown clock that starts for the High Bid survival period, usually 24-hours. If the high bid is challenged at any time during the bid interval, the new bid must survive the next bid interval without challenge for the auction to end. Bid intervals ignore weekends and Federal holidays. This process will continue until a bid survives the full bid interval unchallenged. Bid intervals may be changed from 24 hours (reduced or increased) as determined by the Government. Bid intervals of less-than 24-hours will ignore non-business hours, weekends, and Federal holidays. **The Government reserves the right to increase or decrease the bid interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at realestatesales.gov.

11. CONTINUING OFFERS

- A. Each bid received shall be deemed to be a continuing offer for ninety (90) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

- B. If the Government desires to accept any bid after the expiration of the ninety (90) calendar days, the consent of the Bidder shall be obtained prior to such acceptance.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible Bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

13. BID EXECUTED ON BEHALF OF BIDDER

- A. A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the Bidder.
- B. If the Bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The Certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- C. If the Bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated Bidder(s) must be included on the Bidder Registration and Bid Form.
- D. If the Bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager.

14. NOTICE OF ACCEPTANCE OR REJECTION

- A. If you are the winning Bidder, you will be contacted by email and be responsible for contacting the regional sales office within 2 business days from the date and time the email notification was sent to you.
- B. Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the Bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the Bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

15. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason, without award, and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high Bidder and the high bid amount, re-open bidding, and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to Bidders without interest or further obligation by the Government.

16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING

- A. Within ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.
- B. Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within ninety (90) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

17. REFUND OF REGISTRATION DEPOSITS

- A. Registration Deposits accompanying bids that are rejected will be refunded to Bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.
- B. Registration Deposits received from the second highest Bidder will be held as stipulated in Paragraph 19, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the Bidder is the first or second highest Bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but will require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

18. BACKUP BIDDER

- A. The second-highest Bidder will be the Backup Bidder. The Backup Bidder may be considered for award as successful Bidder for the duration of Continuing Offer period described in Paragraph 12, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to the required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, without interest, until the High Bidder completes the transaction. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful Bidder.
- B. The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 18, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup Bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest to

19. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or realestatesales.gov.

20. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS

1. The following (or similar) Notices and Covenants will be inserted in the Patent.

A. HAZARDOUS SUBSTANCE NOTIFICATION

1) NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the site is considered uncontaminated with the meaning of CERCLA Section 120(h). However, the site was previously used to store small amounts of explosives.

Disclosure: The Forest Service (FS) used the site to store small amounts of explosives for trail work and rock blasting from the late 1930s through the 1940s. The small explosive storage building was a heavy steel structure mounted on iron skid bars. The FS discontinued using the building in the early 1950s and it was eventually removed in 1975. The site has not been used since then. The only improvement on the site is a rock and concrete foundation from a former storage building in the northwest corner of the Property.

2) CERCLA Covenant. Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation and Liability Act, OF 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(ii)), THE UNITED STATES OF AMERICA warrants that:

All response action necessary to protect human health and the environment with respect to any hazardous substance and explosive products on the Property has been taken before the date of this conveyance; and (b) it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

a) **This Covenant Shall Not Apply:**

- (i) In any case in which Grantee, its heir(s), successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
 - (ii) To the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its heir(s), successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - 1. Results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
 - 2. Causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- b) In the event Grantee, its heir(s), successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
- (i) The associated contamination existed prior to the date of this conveyance; and

- (ii) The need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its heir(s), successor(s) or assign(s), or any party in possession.

B. ACCESS

Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses, or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

2. ADDITIONAL AGREEMENTS REGARDING ENVIRONMENTAL MATTERS

A. No warranties, either expressed or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is, or is not safe for a particular purpose. The failure of any Bidder to inspect, or be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

B. The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property, and/or any other Federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

C. The Purchaser agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to: (a) any lead-based paint and/or asbestos-containing building materials associated with the Property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the Property, subject to the remedial action covenant and warranty provided above by the UNITED STATES OF AMERICA in accordance with 42 USC § 9620(h); and (c) releases or threatened releases on the Property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed. This covenant to indemnify, release, defend, and hold harmless THE UNITED STATES OF AMERICA shall survive the subsequent conveyance of all or any portion of the Property to any person and shall be construed as running with the real property, and may be enforced by THE UNITED STATES OF AMERICA in a court of competent jurisdiction.

For specific comments or questions relating to hazardous substance activity on this Property, please contact Thomas R. Enroth, Regional Environmental Coordinator, USFS, at (801) 625-5794.

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
See Page 13, Paragraph 13, *Bid Executed on Behalf of Bidder* for instructions)

**Olympus Cove Administrative Site,
Uinta-Wasatch-Cache National Forest
Salt Lake County, Utah**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as Bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the Bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

Duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is
within the scope of its corporate/organization powers.

(Corporate Seal Here, if applicable)

(Signature of Certifying Officer/Manager)

Attachment A

PUBLIC ROAD EASEMENT

THIS EASEMENT, dated this ____ day of ____, 2010, is granted from the ____ (successful purchaser) ____ hereinafter called "**Grantor**," to Salt Lake County, hereinafter called "**Grantee**." Where appropriate, Grantor and Grantee will be referred to as a "Party," or collectively as the "Parties."

WITNESSETH:

Grantor, for and in consideration of ten dollars (\$10.00) received by Grantor from Grantee, does hereby convey and warrant to Grantee, its successors, and to successors in interest to any lands now owned or hereafter acquired by Grantee that are served by this road, subject to existing easements and valid rights of record, a perpetual Easement for a road, parking and trailhead access facilities along and across a parcel of land (hereinafter called "Easement"), over and across the following described lands of the Grantor in the County of Salt Lake, State of Utah:

T. 2 S., R. 1 E., Salt Lake Base and Meridian
Section 11. a portion of the SE¼.

Beginning at a point in the northerly boundary line at an existing pipe and cap described as a Witness Point, said point being referenced in the Original Bureau of Land Management Field notes, Volume R615, said point also being S. 00°16'00" W. 1325.28 feet along the Section Line and N. 89°07'06" W. 781.86 feet from the Northeast Corner of said Section 11; and running thence S. 31°17'32" W., 1060.24 feet; thence N. 0°11'18"E., 213.23 feet to a point in a line which is 2.0 feet northwesterly more or less from the northwesterly edge of an existing asphalt road; thence northwesterly along said line the following 12 courses 1) N. 47°38'55" E., 38.33 feet; 2) N. 50°46'19" E. 26.87 feet; 3) N. 40°06'40" E., 47.22 feet; 4) N. 42°43'12" E. 44.18 feet; 5) N. 37°15'54" E., 67.29 feet; 6) N. 38°17'57" E., 71.94 feet; 7) N. 43°46'46" E., 64.90 feet; 8) N. 39°15'13" E., 86.16 feet; 9) N. 39°20'34" E. 184.61 feet to a point of tangency with a 96.57 foot radius curve to the left; 10) northeasterly 49.36 feet along the arc of said curve (chord bears N. 24°41'59" E. 48.82 feet) having a central angle of 29°17'10"; 11) N. 10°03'24" E., 116.08 feet; 12) N. 07°45'00" E., 31.74 feet; leaving said asphalt road line and running thence S. 89°09'46" E. 93.64 feet to the point of beginning.

The above described easement contains 64,464 square feet in area or 1.479 acres more or less.

The word "premises" when used herein means said parcel of land, whether or not there is an existing road or facilities located thereon. Except where it is defined more

specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on Exhibit A, attached hereto.

The acquiring agency is Salt Lake County, Grantee. This Easement grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, and contractors:

- A. Except as hereinafter limited, Grantee, its permittees, contractors and the public, shall have the right to use the Easement on the premises without cost for public ingress and egress for all purposes, now or hereafter served by this road, subject to such traffic-control rules as Grantor may reasonably impose upon or require of other users of the road.
- B. Grantee shall comply with all applicable State and Federal laws.
- C. Grantor and Grantee will consult with each other about any maintenance, restoration, construction or reconstruction work on the road, and any such work performed by Grantee must be authorized by Grantor and performed in accordance with a maintenance plan ("Maintenance Plan") approved by the Parties, or as provided in subparagraph E, below, for construction or reconstruction. Subject to the provisions herein, in the event of a dispute concerning a Maintenance Plan or the authorization of construction or reconstruction, the decision of the Grantee, in its sole discretion, shall be final, controlling and conclusive.

In the event the road requires construction or reconstruction work to accommodate Grantee's needs, such work shall be performed at the expense of Grantee.
- D. Any construction or reconstruction of road shall be in accordance with plans, specifications, and written stipulations approved by Grantor prior to beginning such construction or reconstruction.
- E. The use of the road by Grantee, its permittees, contractors and the public, shall not interfere with Grantor's use of the road; provided, however, this does not apply to actions required for fire control, public safety, or other emergencies; provided, further, that interference is not intended to mean minor inconvenience (i.e., short-term disruption of normal road operations and usage). To the extent practicable, the Parties will consult with each other prior to any such interference or inconvenience.

This Easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns and successors in interest:

Olympus Cove Parcel – Mile High Road Extension & Trailhead
Road Easement
Page 2 of 3

1. The right to use the road without cost or fees for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, served by this road for access.
2. The right to cross and re-cross the road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with Grantee's use of the road.

An authorized officer of Salt Lake County may terminate this Easement and Road Right-of-Way, or any segment thereof. In such event, the Authorized Officer shall furnish to Grantor, or its successors, a statement in recordable form evidencing such termination.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above-written.

By _____
Title _____

Attest:

By _____
Title _____

(Insert Appropriate Acknowledgement)

Olympus Cove Parcel – Mile High Road Extension & Trailhead
Road Easement
Page 3 of 3

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By _____
Deputy District Attorney
Date 7-16-10

EXHIBIT A



Attachment B

When Recorded Please return to: :
Salt Lake City Public Utilities :
Attention: Karryn Greenleaf :
1530 South West Temple :
Salt Lake City, Utah 84115 :

Salt Lake County Parcel ID No.

EASEMENT

_____ (“Grantor”), hereby conveys to **Salt Lake City Corporation**, a municipal corporation of the State of Utah, whose mailing address for purposes of this Easement is 1530 South West Temple, Salt Lake City, Utah 84115, its successors-in-interest and assigns (“City”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and reaffirmed, a perpetual easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement of a _____, together with all facilities attendant thereto, including any and all other related equipment and improvements (collectively, the “Facilities”), in, upon, over, under, across and through certain real property situated in Salt Lake County, State of Utah, and more particularly described on Exhibit A attached hereto (“Easement Property”), and hereby incorporated herein by this reference, together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto (collectively, the “Easement”).

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree with respect to the Easement as follows:

1. Grantor may construct improvements or landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the City’s access and use of the Easement.
2. City shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with the City’s use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.
3. City shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Easement Property for all purposes related to the ownership, operation, maintenance, alteration, repair, inspection and replacement of the Facilities.
4. This Easement shall be liberally construed in the favor of the City.
5. Grantor agrees to indemnify, hold harmless and defend City, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney’s fees, arising out of or

by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or trespassers.

WITNESS the hand of the Grantor this _____ day of _____, 2010.

(Grantor)

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the _____, personally appeared before me _____,
who being by me duly sworn, did say that he executed the foregoing instrument as
_____, a _____ and said person acknowledged to
me that said corporation executed the same.

NOTARY PUBLIC, residing in

Salt Lake County, Utah